

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
STATE OF NEBRASKA CONTRACT #11387 OC
ANNUAL REQUIREMENTS FOR
CRUSHED ROCK SALT - LINCOLN

DATE: February 29, 2005

CONTRACT PERIOD: 08/10/05 - 05/31/06

CONTRACTOR: Nebraska Salt & Grain Co.
15 W 16th St.
Gothenburg, NE 69138

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Norman Geiken

TELEPHONE NO: 308-537-7191

FAX No.:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

City of Lincoln/Lancaster County to Piggy-Back off of the
State of Nebraska Contract # 11387 OC, dtd 07/21/05
Line Item #23 Crushed Rock Salt - Lincoln \$27.07/ton

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 74335
Dated: 09/27/05

7433

STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 OF 4	ORDER DATE 07/21/05
BUSINESS UNIT 27227020	BUYER LYN KOENIG

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
11387 OC

VENDOR ADDRESS:

NEBRASKA SALT & GRAIN CO
15 W 16TH ST
GOTHENBURG NE 69138

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

AUGUST 10, 2005 THROUGH MAY 31, 2006

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

CONTRACT AWARDED FROM: 888 OF

Contract to supply and deliver BULK CRUSHED ROCK SALT FOR DE-ICING as per the attached specifications from August 10, 2005 through May 31, 2006.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.


Quantities shown are estimates only and are not construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

VENDOR CONTACT: Norman Geiken

PHONE: 308-537-7191

FAX: 308-537-7193

Line	Description	Est. Qty	UM	Unit Price
1	D-2 Crushed Rock Salt, Blair	1210	TN	31.3100
Original/Bid Document 888 OF, Original Line # 17				
2	D-2 Crshd RockSalt, Omaha Dome	10000	TN	30.0700
Original/Bid Document 888 OF, Original Line # 21				


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
11387 OC

PAGE 3 OF 4	ORDER DATE 07/21/05
BUSINESS UNIT 27227020	BUYER LYN KOENIG

Line	Description	Est. Qty	UM	Unit Price
Original/Bid Document 888 OF, Original Line # 75				
18	D-6 Crshd Rock Salt, No. Platte	1000	TN	28.8000
Original/Bid Document 888 OF, Original Line # 79				
19	D-6 Crushed Rock Salt, Ogallala	400	TN	31.8100
Original/Bid Document 888 OF, Original Line # 80				
20	D-6 Crshd Rock Salt, Sutherland	500	TN	30.1100
Original/Bid Document 888 OF, Original Line # 82				
21	D-8 Crushed Rock Salt, Merriman	56	TN	39.9100
Original/Bid Document 888 OF, Original Line # 101				
22	D-5 Crushed Rock Salt, Chappell	1000	TN	33.5100
Original/Bid Document 888 OF, Original Line # 110				
* 23	Crushed Rock Salt: Lincoln	4500	TN	27.0700
Original/Bid Document 888 OF, Original Line # 111				
Political Subdivisions				
24	Crushed Rock Salt: Cass Cnty	5000	TN	29.2500
Original/Bid Document 888 OF, Original Line # 116				
Political Subdivisions				
25	Crshd Rock Salt: Washington Cnt	300	TN	30.2000
Original/Bid Document 888 OF, Original Line # 117				
Political Subdivisions				

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/material/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initiated by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

PROPOSAL FOR CRUSHED ROCK SALT

BIDDERS READ THOROUGHLY

1. General Provisions
2. Specifications
3. Bid Sheets

GENERAL PROVISIONS

1. Contract to supply and deliver **CRUSHED ROCK SALT** for the contract period starting from date of award through May 31, 2006
2. Bids will be FOB various destinations as shown on bid sheets. Delivery to locations not shown on bid sheets will be at the unit price established for closest bid point plus or minus freight differential, if any.
3. Bid prices shall be effective upon award of the contract and will remain firm for 60 days. Request to increase bid price must be submitted in writing at least 30 days prior to increase to the State Purchasing Bureau, 301 Centennial Mall South Lincoln NE 68508. The State will not entertain a price increase of less than 2%. A request to increase of 2 % or more must include justification, actual documentation such as invoices that demonstrate increase in cost to all customers, not just the State of Nebraska, and is not designed to increase profit beyond the level intended in the original bid price. A price increase will not be allowed for capital improvements or increased wages. The State shall receive full proportionate benefit of decreases immediately at any time during contract period.
4. The State of Nebraska is exempt from Federal Transportation Tax.
5. Shipments of crushed rock salt will be in truckload lots of approximately 23 tons. Deliveries are to be made during normal working hours (except holidays) between 8:00 AM and 4:00 PM Monday through Friday. If an emergency exists, delivery may be made through prior arrangements with the receiving personnel. The unloading responsibility shall lie with the contractors.
6. Orders will be placed by telephone stating the location, quantity and purchase order number followed later by a copy of the purchase order.
7. Delivery by the contractor is to be accomplished within 12 working days after receipt of order. If this is impossible, the Logistic Division, Department of Roads, Lincoln, Nebraska will be notified within 24 hours after contractor receives the order. The number to call is 402-479-4328. If the contractor cannot make delivery as stated on the order, the State of Nebraska reserves the right to purchase crushed rock salt by any means it deems necessary to fulfill requirements and the contractor may be held responsible for any excess cost. **Failure to deliver within the time frame may result in a \$50 per day penalty clause.**
8. It is the responsibility of the contractor to insure stamped weight tickets are provided for each load delivered. Payment will not occur until a stamped weight ticket is provided for each load, no exceptions. Hand written tickets will not be acceptable. All delivery tickets and invoices must reference the purchase order number so they can be easily identified.

9. As a condition of acceptance, bidder declares that it is a bona fide dealer in crushed rock salt, that it is not primarily a transporter of goods for hire, and if awarded a contract, the contractor will either use its privately-owned equipment for delivery of crushed rock salt or obtain transportation through a non-owned duly licensed common carrier.
10. Salt purity will be a minimum of 95% sodium chloride content. The contractor will be notified immediately of material not meeting specifications and will be expected to take action to correct the problem. If problems persist, all shipments from that contractor will cease and contract termination may result.
11. Quantities shown are estimated only for the State of Nebraska locations and not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.
12. The State reserves the right to reject any or all bids, wholly or in part, to waive any technicality in any bid, to make awards in a manner deemed in the best interest of the State and, unless otherwise specified by the bidder, to accept any item in the bid.
13. The State of Nebraska reserves the right to renew the contract for two (2) one year renewal periods if mutually agreeable to the vendor.
14. The State of Nebraska reserves the right to purchase item-by-item, by district or total low of all items, whichever is in the best interest of the State of Nebraska.
15. The vendor, in accepting an award, agrees to furnish the State Purchasing Bureau 30 days prior to the expiration of this contract, the volume purchased by the state for each location awarded as well as any political sub-division locations and volume purchased.
16. Contract subject to 30 days cancellation by either party upon written notice.
17. Please notify Arla Dorn at the Nebraska Department of Roads by FAX 402-479-4567 and a copy to Lyn Koenig at State Purchasing Bureau 402-471-2089 as soon as you receive notification from the mine that your company has been put on allocations.
18. Direct all inquiries to buyer: Lyn Koenig, State Purchasing Bureau, 301 Centennial Mall South, P.O. Box 94847, Lincoln, NE 68509; matpurc@notes.state.ne.us or Telephone: 402-471-0971 or 402-471-2401.

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

SPECIFICATION FOR CRUSHED ROCK SALT*

April 20, 2004

The following specifications shall apply to all purchases of bulk crushed rock salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MATERIAL SPECIFICATIONS

A. Chemical Composition:

Sodium Chloride (NaCl) Content shall be no less than 95.0 percent. Salt must meet ASTM D632 Specifications for Sodium Chloride Type I, Grade 1.

B. Gradation:

The Rock Salt shall comply with the following gradation requirements.

Sieve Size	Percent Passing (by weight)
1/2-in.(12.50 mm)	100
3/8-in. (9.50 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (600 um)	0-15

BASIS OF ACCEPTANCE

Rock Salt furnished under this Contract will be accepted on the basis of the producer certifying, in writing, the salt will be in Compliance with the Specifications for the duration of the Contract Period. The Letter of Certification must be furnished upon notification of Contract Award within 7 days. The Certification must be on the producer's letterhead, signed by the producer's representative and display the seal and signature of a Notary Public.

BASIS OF PAYMENT

Random sampling of material will be done and if material is found to be of low salt content or out of gradation range a charge of 20% of the per ton price will be deducted from current invoices. Sampling & testing will be done in accordance with ASTM D632. The final decision will be with the Department of Roads Materials and Research Division.